

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aeronautics Corporation of America		02/02/2006	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	111 East Wisconsin Avenue		
Internal Address:	Danielle Clarke		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1299380	ACA	
CORRESPONDENCE DATA			
Fax Number:	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414.271.2400		
Email:	PTOMailMilwaukee@Foley.com		
Correspondent Name:	Laura Straus		
Address Line 1:	777 East Wisconsin Avenue		
Address Line 2:	Foley & Lardner LLP		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	031275-0282		
NAME OF SUBMITTER:	Jennifer Vandenplas		
Signature:	/Jennifer Vandenplas/		

CH \$40.00 1299380

Date:

02/03/2006

Total Attachments: 6

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SECURITY AGREEMENT (TRADEMARK)

THIS SECURITY AGREEMENT (TRADEMARK) is entered into as of February 2, 2006 by and between Astronautics Corporation of America, a Wisconsin corporation (the "Borrower"), and JPMorgan Chase Bank, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent"), for the Lenders and Issuing Bank party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

The Borrower, the Administrative Agent, the Lenders and JPMorgan Chase, N.A., as Issuing Bank, have entered into a Credit Agreement dated as of February 2, 2006 (as it may be amended, restated or otherwise modified from time to time, the "Credit Agreement"). The Borrower has entered into a Pledge and Security Agreement (as it may be amended, restated or otherwise modified from time to time, the "Borrower Security Agreement") in order to induce the Lenders and the Issuing Bank to enter into and extend credit to the Borrower under the Credit Agreement and is entering into this Security Agreement (Trademark) (as it may be amended, restated or otherwise modified from time to time, this "Agreement") to, among other things, confirm and ratify its grant to the Administrative Agent of a continuing security interest in the Trademark Collateral (as defined below).

ACCORDINGLY, the Borrower and the Administrative Agent, on behalf of the Lenders and the Issuing Bank, hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Confirmation and Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby confirms the Borrower's grant of a security interest in all the Borrower's intellectual property rights (including, without limitation, the Trademark Collateral defined below) pursuant to the Borrower Security Agreement and, without limiting such grant, hereby pledges and assigns and grants to the Administrative Agent, for its benefit and the ratable benefit of the Lenders and the Issuing Bank, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Borrower Security Agreement), a continuing security interest in and to all right, title and interest of the Borrower in and to any and all of the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States

Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Borrower against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Representations and Warranties. The Borrower represents and warrants to the Administrative Agent and the Lenders that, with respect to any Trademark Collateral, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect:

(a) Such Trademark Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Such Trademark Collateral is valid and enforceable;

(c) The Borrower has made all necessary filings and recordations to protect its interest in such Trademark Collateral, including, without limitation, recordations of all interests in the Trademark Collateral in the United States Patent and Trademark Office and in corresponding offices throughout the world;

(d) The Borrower is the exclusive owner of the entire and unencumbered right, title and interest in and to such Trademark Collateral and no claim has been made that the use of Trademark Collateral does or may violate the asserted rights of any third party; and

(e) The Borrower has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Trademark Collateral in full force and effect throughout the world, as applicable.

The attachments hereto contain a true and complete listing of all of the Trademark Collateral.

SECTION 4. Covenants.

(a) The Borrower shall not, and the Borrower shall not permit any of its licensees to, unless the Borrower shall either (i) reasonably and in good faith determine (and notice of such determination shall be delivered to the Administrative Agent promptly upon such determination) that any of the Trademark Collateral is of negligible economic value to the Borrower, or (ii) have a valid business purpose to do otherwise:

i. Fail to continue to use any of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from any claim of abandonment for non-use;

ii. Fail to maintain as in the past the quality of products and services offered under all of the Trademark Collateral;

iii. Fail to employ all of the Trademark Collateral registered with any federal or state or foreign authority with an appropriate notice of such registration;

iv. Adopt or use any other Trademark which is confusingly similar or a colorable imitation of any of the Trademark Collateral;

v. Use any of the Trademark Collateral registered with any federal or state or foreign authority except for the uses for which registration or application for registration of all of the Trademark Collateral has been made; and

vi. Do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable.

(b) The Borrower shall notify the Administrative Agent promptly if it knows, or has reason to know, that any application or registration relating to any material item of the Trademark Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, or any foreign counterpart thereof or any court) regarding the Borrower's ownership of any of the Trademark Collateral, its right to register the same or to keep and maintain and enforce the same.

(c) The Borrower shall, on or before the 30th day following the end of each of the Borrower's fiscal quarters, provide the Administrative Agent with written notice of any filing during such quarter by the Borrower or any of its agents, employees, designees or licensees of any application for the registration of any Trademark Collateral with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, and upon request of the Administrative Agent, shall execute and deliver any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in such Trademark Collateral and the goodwill and general intangibles of the Borrower relating thereto or represented thereby.

(d) The Borrower shall take all necessary steps, including in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of the Trademark Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a)).

SECTION 5. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of, among other things, ratifying and confirming the grant of a security interest in the Trademark Collateral to the Administrative Agent for the benefit of the Lenders and the Issuing Bank and registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and, at the request of the Required Lenders, corresponding offices in other countries of the world. The security interest confirmed and granted hereby has been confirmed and granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Lender and the Issuing Bank under the Borrower Security Agreement. The Borrower Security Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 6. Release of Security Interest. Upon termination of the Borrower Security Agreement in accordance with Section 8.12 thereof, the Administrative Agent shall, at the Borrower's expense, execute and deliver to the Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 7. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted and confirmed hereby are more fully set forth in the Borrower Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

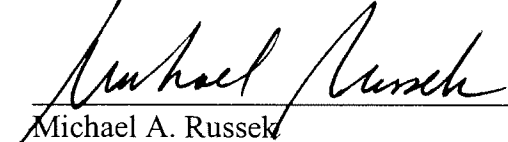
SECTION 8. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

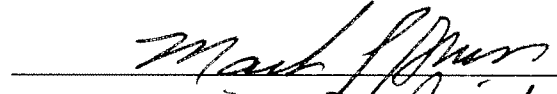
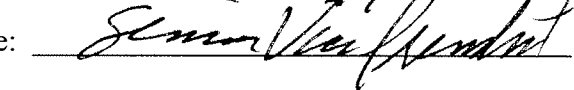
[Signature Page Follows]

IN WITNESS WHEREOF, the Borrower and the Administrative Agent have executed this Agreement as of the date first above written.

ASTRONAUTICS CORPORATION OF AMERICA, as Borrower

By: 
Michael A. Russek
Title: President

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: 
Title: 

[Signature Page 1 of 1 to Borrower Security Agreement (Trademark)]

ATTACHMENT 1
to
Security Agreement (Trademark)

Item A. Trademarks

<u>TITLE</u>	<u>DATE REGISTERED</u>	<u>REGISTRATION NO. SERIAL NO.</u>
Wordmark: ACA	10/9/84	1299380

Item B. Trademark Licenses

Country or Territory	Expiration Trademark	Licensor	Licensee	Effective Date	Date
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NONE.